



June 22, 2020

Karyn D. Price  
Environmental Protection Agency  
1650 Arch Street  
Philadelphia, PA 19103-2029  
e-mail: [price.karyn@epa.gov](mailto:price.karyn@epa.gov)

**Subject:** Request for Consent to Subcontract with Taconic Ridge Environmental, Inc. under Prime Contract 68HE0318D0009

Dear Ms. Price:

HDR|APTIM JV hereby requests consent to subcontract with Taconic Ridge Environmental, Inc. under Contract 68HE0318D0009 in accordance with FAR 52.244-2. Per FAR 52.244-2(e)(1), the following is provided for your information and review:

(i) Description of supplies/services:

Under Contract 68HE0318D0009, HDR|APTIM is required to provide services in support of RAF DES Regions 1, 2, 3, 8, 9, 10. Specifically, per the requirements of the Task Order Statement of Work, HDR|APTIM must provide contaminated sediment investigation and remediation services.

This subcontractor's scope of work will include these services.

(ii) Type of subcontract to be used: (b) (4)

(iii) Name and address of proposed Subcontractor:

Taconic Ridge Environmental, Inc.  
59 Berwick Street  
Worcester, MA 01602  
DUNS Number: 128866836  
CAGE Code: 8KF70

(iv) Proposed subcontract price: Subcontracts will be issued on a task order basis at the unit/labor rates provided.

(v) A negotiation information

(A) The principal elements of the subcontract price negotiations:

(b) (4)

Price Analysis

(b) (4)

(b) (4)



Additional documentation of the proposed subcontract action is attached. This includes the draft subcontract agreement Taconic Ridge Environmental, Inc.'s price proposal and the price analysis.

If you have questions about the documentation or require additional data, please contact me at 303-754-4230 or [barrett.dobos@hdrinc.com](mailto:barrett.dobos@hdrinc.com). I am available to assist you in any way to expedite your consent decision.

Sincerely,  
HDR|APTIM JV



Barrett Dobos  
Contract Administrator

cc: Brad Williams

Attachments:

- Price Analysis
- Attachment 2-Contract Pricing Schedule
- Draft Subconsultant Agreement
- FAR Reps and Certs

## Attachment 1 - HDR EOC Price Analysis



**Taconic Ridge Environmental, Inc. – Price Analysis**  
**SOLICITATION NUMBER: Contract # 68HE318D0009**

HDR proposes to award a subcontract to Taconic Ridge Environmental to perform remediation services in support of RAF DES Regions 1, 2, 3, 8, 9, 10. This price analysis has been prepared to determine whether the pricing proposed by Taconic Ridge Environmental are fair and reasonable.

This analysis is based on a comparison of pricing proposed by the sub to pricing information obtained from the GSA Contract-Awarded Labor Category (CALC) library. The table below summarizes this comparison:

Summary of Comparison CALC Data obtained on 06/19/2020:

Labor Categories	MINIMUM QUALS (Education/Experience)	TRE'S PROPOSED RATE, Fully Burdened	CALC RATE Lowest/Average/Highest
Project Manager, Sr.	Bachelors/5-10 years	(b) (4)	\$94/\$135/\$175
Scientist, Jr.	Bachelor's/0 years		\$51/\$74/\$94
Administrative Support, Sr.	High School/5-10 years		\$40/\$57/\$73

**Discussion:**

This sub was selected on a basis of qualifications.

**Labor Rates:**

All of Taconic Ridge Environmental 's proposed labor rates are lower than or within a competitive range of those listed on the CALC site for positions with similar experience and education, and as such are deemed to be fair and reasonable.

**Summary:**

Based on the comparison of the sub's proposed pricing to pricing information obtained from the GSA Contract-Awarded Labor Category (CALC) library, the pricing proposed by Taconic Ridge Environmental is deemed to be fair and reasonable, and it is in the best interest of HDR and its client to award an order to Taconic Ridge Environmental.

**Prepared By:** Elizabeth Waltz, Federal Subcontract Administrator, 6/19/2020

**Attachments:**

- TRE's Proposal dated 06/17/2020
- CALC Backup Data obtained on 06/19/2020



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Surveyor, Jr.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Administrative Support, Sr.	\$ -	(b) (4)								
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	<b>Indirect Cost Rates (Ceiling Rates)</b> * See FAR 52.216-7 ALLOWABLE COST AND PAYMENT and EPAAR 1552.242-70 INDIRECT COSTS									
Indirect Cost Description*	Base Period Year 1	Base Period Year 2	Base Period Year 3	Base Period Year 4	Base Period Year 5	Option Period 1 Year 1	Option Period 1 Year 2	Option Period 1 Year 3	Option Period 1 Year 4	Option Period 1 Year 5
Fringe	(b) (4)									
Overhead										
G&A										
M/H										
Profit/Fee										
* The direct rates (labor rates above) shall be unblended, unburdened hourly ceiling rates. When calculating cost proposals at the task order level, offerors shall not exceed the ceiling rates on this price schedule (Attachment 2).										
** The indirect cost rates shall be proposed as percentages. These rates shall be considered ceilings when calculating cost proposals for task orders.										
*** Offerors must also include the allocation base for indirect rates.										

**Methodology for calculating the Company's proposed overhead rates:**

Indirect Costs were segregated into the three cost pools; Fringe Benefits, Overhead and General & Administrative.

The costs were totaled and for each cost pool after deducting unallowable costs and divided by direct labor costs which is the allocation base.

The overhead rate was calculated as follows:

(b) (4)





# Federal Acquisition Service

**Important COVID-19 News:**

To find healthcare service providers and pricing, visit [Health care](#).

For additional information [click here](#).



## Search awarded ceiling rates for labor categories

[Learn about CALC >](#)

**The Contract-Awarded Labor Category (CALC)**

tool helps federal contracting officers and others find awarded prices to use in negotiations for labor contracts. It offers ceiling prices, fully burdened costs, services data, and worldwide rates.

Explore data

About CALC

## Search CALC

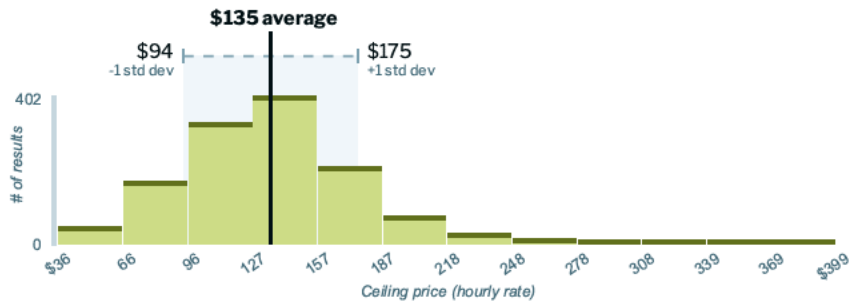
**Search labor categories** in 19 contract vehicles

☐ Exact match



# Hourly rate data for project manager

Showing 200 of **1,246** results with education level:  
**bachelors degree**, experience: **5 -10 years**



Std deviation

-1

\$94

Average price

\$135

Std deviation

+1

\$175

Proposed price

Go

**Note:** 68% of the prices fall between the +1 and -1 Standard Deviation.

↓ Download graph

↓ Export data (CSV)

The rates shown here are fully burdened, applicable worldwide, and representative of the current fiscal year. This data represents rates awarded at the master contract level.

Optional filters

Education level:

Bachelors Degree

Experience:

5

 - 

10

 years

Worksite:

(all)

Business size:

(all)

Security Clearance:

(all)

Sin Number:

Contract year:

Current

+1

+2

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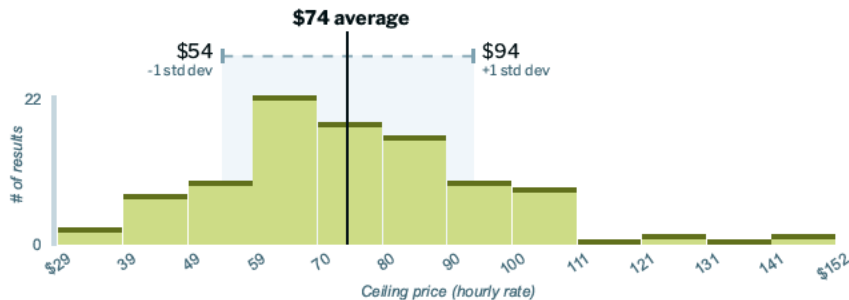
## Search CALC

**Search labor categories** in 19 contract vehicles

☐ Exact match

## Hourly rate data for scientist

**93** results with education level: **bachelors degree**,  
experience: **0 -0 years**, business size: **small business**



Std deviation	<b>Average price</b>	Std deviation
-1		+1
<b>\$54</b>	<b>\$74</b>	<b>\$94</b>

**Proposed  
price**

\$

Go

**Note:** 68% of the prices fall between the +1 and -1 Standard Deviation.

↓ Download graph

↓ Export data (CSV)

The rates shown here are fully burdened, applicable worldwide, and representative of the current fiscal year. This data represents rates awarded at the master contract level.

### Optional filters

Education level:

Bachelors  
Degree

Experience:

0 -

0

years

Worksite:

(all)

Business size:

small

Security  
Clearance:

(all)

Sin Number:

Contract year:

[What's this?](#)

Current

+1 +2



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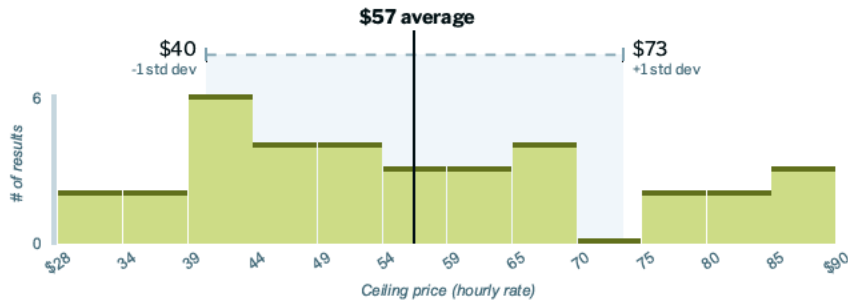
## Search CALC

**Search labor categories** in 19 contract vehicles

☐ Exact match

## Hourly rate data for administrative support

**35** results with education level: **high school**,  
experience: **5 -10 years**, business size: **small business**



Std deviation	<b>Average price</b>	Std deviation
-1		+1
<b>\$40</b>	<b>\$57</b>	<b>\$73</b>

**Proposed  
price**

\$

Go

**Note:** 68% of the prices fall between the +1 and -1 Standard Deviation.

↓ Download graph

↓ Export data (CSV)

The rates shown here are fully burdened, applicable worldwide, and representative of the current fiscal year. This data represents rates awarded at the master contract level.

### Optional filters

Education level:

High  
School

Experience:

5 -

10

years

Worksite:

(all)

Business size:

small

Security  
Clearance:

(all)

Sin Number:

Contract year:

[What's this?](#)

Current

+1 +2

## Attachment 2 - Taconic Contract Pricing Schedule

**68HE0318D0009**

## ATTACHMENT 2 - CONTRACT PRICING SCHEDULE

[illegible]

Surveyor, Mid.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Surveyor, Jr.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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The overhead rate was calculated as follows:

(b) (4)



## Attachment 3 - Draft Subconsultant Agreement

**MASTER FEDERAL SUBCONSULTANT AGREEMENT**  
**AGREEMENT NUMBER 100030000xxxx**

**THIS AGREEMENT**, effective June 19, 2020 (“Effective Date”), is made by and between HDR Environmental, Operations and Construction, Inc. and Aptim Joint Venture (“HDR”) and Taconic Ridge Environmental, Inc. (“Subconsultant”) as follows:

**1. PRIME AGREEMENT**

HDR has entered into an Agreement (“Prime Agreement”), Contract Number 68HE0318D0009 to provide professional services to Environmental Protection Agency (“Client”), in connection with RAF DES Regions 1, 2, 3, 8, 9, 10 on a task order basis (“Task Order”). A copy of the portions of the Client Agreement pertinent to the Subconsultant’s responsibilities hereunder is attached and marked “Attachment A, Federal Client Flowdown Provisions” and is hereby incorporated into this Agreement.

**2. SCOPE OF SERVICES**

**2.1.** All services Subconsultant performs for HDR hereunder shall be designated by a Task Order. A sample Task Order is attached to this Agreement and marked as Attachment “C”. No Task Order shall be binding or enforceable unless and until it has been properly executed by both HDR and Subconsultant. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement. Execution of a Task Order duly authorized under this Agreement by HDR will be authorization for Subconsultant to commence Services under the Task Order, unless otherwise provided for in this Agreement. Subconsultant shall perform the Services described in each Task Order in accordance with the Terms and Conditions of this Agreement and in the same manner and to the same extent that HDR is bound to the Client for those services under the portions of the Prime Agreement contained in Attachment A. The attached scope of services shall not alter, modify or change any of the terms and conditions of this Agreement and in the event of a conflict, the terms and conditions of this Agreement shall govern. All of Subconsultant’s Services under this Agreement will be provided as an independent contractor.

**2.2.** Although HDR is not required to issue Task Orders under this Agreement, the Parties anticipate the type of services provided by Subconsultant would encompass the services generally set forth in Attachment B “Description of Subconsultant Services” (herein referred to as the “Services”). This Agreement shall apply to all Services for as many Task Orders as HDR and Subconsultant agree will be performed under the terms and conditions of this Agreement.

**3. PERIOD OF PERFORMANCE**

The Period of Performance for this Agreement is 19 June 2020 through 30 September 2028.

**4. COMMUNICATIONS / DATA**

All of Subconsultant’s communications with Client or HDR’s other independent consultants will be through HDR, except for material matters pertaining to Subconsultant’s payment or utilization, which may be discussed with the Client directly. HDR will provide Subconsultant with all information and documents pertinent to the services Subconsultant is to perform to the extent that they are furnished to HDR by Client or to be furnished to Subconsultant under this Agreement.

**5. STANDARD OF CARE**

All of Subconsultant’s services hereunder shall be performed within generally accepted standards of professional care in the same locality and under similar circumstances and in compliance with all applicable laws, regulations, codes and other requirements. Subconsultant will obtain all required permits, licenses and complete certifications in order to perform its Services under this Agreement at Subconsultant’s expense and Subconsultant will pay for all taxes, charges or fees associated with the performance of Subconsultant’s services. Any Subconsultant’s services that do not meet the standard of care shall be timely re-performed by Subconsultant at no additional cost to HDR so that all of Subconsultant’s services meet or exceed the standard of care.

## **6. PAYMENT**

**6.1.** Subconsultant will submit a separate invoice for each Task Order to HDR not more than once each month. HDR will pay for all authorized and properly performed services as provided in each Task Order and in accordance with Attachment D, "Basis of Compensation." HDR shall apply the same retainage to Subconsultant's payments as the Client applies to HDR's payments. No portion of any compensation paid under this Agreement will be used for any illegal or unethical purpose whatsoever.

**6.2.** Payments will be based on monthly billings, either hourly or percent complete for Firm Fixed Price, and final payment will be made only after complete performance of this Agreement and final acceptance of Subconsultant's services by the Client. HDR's receipt of payments from Client is a condition precedent to HDR's obligation to pay Subconsultant and Subconsultant agrees to share the risk with HDR of Client's insolvency. Subconsultant will be paid within ten (10) days after HDR receives payment from Client. HDR shall exert reasonable and diligent efforts to collect prompt payment from the Client. In the event non-payment from the Client is solely due to the actions of HDR, HDR shall pay Subconsultant within sixty (60) days from the date HDR receives Subconsultant's invoice. The parties agree that all invoices must be submitted by Subconsultant to HDR within ninety (90) days of the date costs are incurred or the scheduled completion date whichever occurs first, or such shorter period of time as required under the Prime Agreement. Subconsultant waives its right to receive payment on any and all invoices which are not submitted within that time period. No payment will constitute a waiver or acceptance of defective or deficient services, and HDR may withhold or set off any amounts to completely protect HDR or Client from any damage, loss or expense resulting from, including but not limited to, re-performing or rectifying Subconsultant's defective or deficient services, Subconsultant's breach of this Agreement, or liens filed by Subconsultant or any of its Subconsultants after Subconsultant has been paid in accordance with this Agreement.

**6.3.** Invoices shall be submitted to the Project Accountant with the HDR Project Manager copied on the email. The Project Accountant and Project Manager will be assigned per Task Order. All invoices must reference the HDR Agreement Number, segregate invoiced amounts by line item if applicable, and include current and cumulative amounts. Subconsultant's invoices shall be in a format that meets the Client's requirements. Invoices that do not satisfy these requirements will be returned unpaid. Subconsultant's corrected invoices will be submitted to the Client for payment in HDR's next scheduled invoice submittal. Subconsultant shall provide with its monthly invoice any supporting schedules, receipts, payroll registers, certifications, time sheets, or any other documentation requested by HDR. For time-and-materials subcontracts only, copies of weekly timesheets and expense receipts must be provided with invoice to substantiate costs.

**6.4.** Final invoices shall be marked as "**FINAL**" when submitting to HDR for payment and must accompany the Release of Claims Form. Invoices will be reviewed and approved by HDR before submittal to Client.

## **7. DELAYS**

If the time allotted for completion of Subconsultant's services is exceeded through no fault of Subconsultant, additional fee and/or time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to HDR within forty-eight (48) hours of Subconsultant's discovery of the delay. Subconsultant will provide such additional supporting data as HDR or Client may require in a timely manner. If the delay is beyond the control of HDR and the Subconsultant, any additional fee and/or additional time to complete the affected services will only be granted by HDR to the extent it is allowed by the Client under the Prime Agreement. If the delay is wholly within the control of HDR, the parties to this Agreement shall negotiate a fee and/or time modification to this Agreement.

## **8. INSTRUMENTS OF SERVICE**

All work product produced under this Agreement ("Instruments of Service") will be in a form and format acceptable to HDR and, where required, will be sealed by a properly registered professional. Where applicable, Subconsultant shall have a documented Quality Assurance / Quality Control (QA/QC) program that provides for checking and reviewing of its services for accuracy and correctness. Upon

request, Subconsultant shall provide HDR with a copy of Subconsultant's QA/QC program and/or project quality management plan. Prior to final submission to HDR, Subconsultant shall check and review Subconsultant's Instruments of Service for accuracy and correctness according to its project quality management plan. Subconsultant shall maintain written records of these checks and reviews and, upon request by HDR, shall supply copies of the Subconsultant's QA/QC process documentation. Should the Subconsultant not have an acceptable documented QA/QC program and/or project quality management plan, HDR shall have the right to require that Subconsultant comply with HDR's project quality management plan. Failure by Subconsultant to comply with these QA/QC requirements, when applicable, shall be a material breach of this Agreement. Nothing in this paragraph shall in any way limit Subconsultant's responsibility or liability for any errors or omissions in its or its subconsultant's Instruments of Service.

**9. SUSPENSION/TERMINATION**

This Agreement will automatically be suspended or terminated, as appropriate, if the Prime Agreement is suspended or terminated. HDR may also suspend or terminate this Agreement with or without cause upon forty-eight (48) hours written notice. If this Agreement is suspended or terminated because of no fault of Subconsultant, Subconsultant will be paid for services it satisfactorily performed to the date of suspension or termination, conditional upon delivery of all instruments of service to HDR, their approval by HDR and Client and the receipt of payment for such services from Client. In no event will Subconsultant be entitled to the recovery of damages arising out of or related to the suspension or termination of this Agreement.

**10. RECORD RETENTION**

Subconsultant will retain all records pertaining to its services for at least (3) years or the records retention period required by the Client, whichever is longer, following the completion or termination of Subconsultant's service under this Agreement. Samples, if any, will be retained for at least ninety (90) days after analysis, and disposal of any substances will be made only with the written approval of HDR and will be in accordance with all applicable laws and regulations. When requested, the records will be promptly transferred to HDR.

**11. INSURANCE**

Before commencing Services and as a condition of payment, Subconsultant will procure and maintain the same types and amounts of insurance for the same period as HDR, if required to do so under the Prime Agreement. Otherwise, at a minimum, unless otherwise agreed upon in writing, Subconsultant will procure and maintain the following types and amounts of insurance for the duration of the Project:

1. Worker's Compensation insurance as required by law, \$1,000,000 of Employer's Liability insurance.
2. Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage. General Liability insurance must include contractual liability coverage including coverage for any indemnities.
3. Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles.
4. Professional Liability insurance in the amount of \$1,000,000 per claim. Professional liability insurance shall be maintained for a minimum of three (3) years beyond the date this Agreement is completed or terminated.

HDR Environmental, Operations and Construction, Inc. and Aptim Joint Venture and Client shall be made additional insureds on the commercial general liability and automobile policies.

**12. CERTIFICATES OF INSURANCE**

Certificates of Insurance, satisfactory to HDR, will be furnished to HDR before any services are performed. Subconsultant will provide written notice to HDR prior to cancellation of any of the required insurance policies before the expiration date thereof. All certificates of insurance must be kept in force throughout the duration of the services. If any of Subconsultant's or its subconsultant's coverage is renewed at any time prior to completion of the services, the Subconsultant shall be responsible for

obtaining updated insurance certificates for itself and such subconsultant from the respective insurance carriers and forwarding the replacement certificates to the HDR Subcontract Administrator within five (5) days of the expiration date of any previously delivered certificate. The Certificates shall also provide the Prime Agreement number in the description.

### **13. INDEMNIFICATION**

**13.1.** To the fullest extent permitted by law, Subconsultant will indemnify, defend and hold HDR, its parent, subsidiary and affiliated companies, Client, their employees, officers, directors, and agents harmless, from and against all liability, claims, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of this Project or this Agreement to the extent caused or alleged to have been caused by any willful misconduct or negligent acts, errors or omissions or infringement of intellectual property rights, or breach of this Agreement by Subconsultant, its agents, employees, subconsultants or suppliers.

**13.2.** Further, Subconsultant explicitly waives any right it has to immunity under applicable industrial insurance laws and agrees to indemnify, defend and hold HDR, its parent, subsidiary and affiliated companies, Client, their employees, officers, directors, and agents harmless from any and all liability, losses, costs, expenses and fees, including reasonable attorney's fees, arising out of claims or law suits brought by Subconsultant's employees or any of its subconsultants' employees for bodily injuries or death sustained while performing services hereunder. Specifically, (i) in the event that all or a portion of the Services is performed in the State of Ohio, the following provision shall be applicable: "Subconsultant, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; (ii) in the event that all or a portion of the Services is performed in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Subconsultant, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481"; and (iii) in the event that all or a portion of the Services is performed in the State of Washington, the following provision shall be applicable: "Subconsultant, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted under the State Industrial Insurance Law, Title 51 RCW. Subconsultant recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation."

### **14. CONFIDENTIALITY**

Subconsultant will not disclose any confidential or proprietary information of HDR or Client as identified in writing unless authorized by HDR to do so. Subconsultant's employees, officers, agents, subconsultants and suppliers will also be bound to this same obligation. In addition, Subconsultant will not release any information to third parties or make any public statements about this Project without HDR's express written consent. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

- a. Information already in the public domain;
- b. Information disclosed to Subconsultant by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Subconsultant before entering into this Agreement;
- d. Information developed by Subconsultant solely through its work with its other clients; or
- e. Information required to be disclosed by operation of law, including but not limited to, order of court or governmental agency.

### **15. CYBERSECURITY**

Subconsultant shall promptly notify HDR and provide a report of any accidents or security incidents involving loss of or misuse or damage to HDR or Client's intellectual or physical assets, including any inadvertent disclosures or hacking of information. Subconsultant personnel shall: (1) not remove HDR or Client's assets from HDR's or Client's premises without HDR's authorization; (2) use HDR or Client's assets only for purposes of this Agreement; (3) only connect with, interact with, or use computer

resources, networks, programs, tools, or routines that HDR agrees are needed to provide services related to this Agreement; and (4) not share or disclose HDR or Client's user identifiers, passwords, cipher keys, or computer dial port telephone numbers. HDR may periodically audit Subconsultant's data residing on HDR or Client information assets.

**16. SAFETY / COMPLIANCE WITH LAW / INSPECTIONS**

Subconsultant will comply with all applicable health, safety, and environmental protection requirements of HDR, Client, federal, state and local authorities. Subconsultant will take all necessary precautions in the performance of services under this Agreement to protect the safety and health of its employees and any of its subconsultants' employees. If Subconsultant is performing any services in the field, Subconsultant will submit a site-specific safety plan and the name(s) of project qualified and/or competent safety personnel to HDR 10 days prior to the commencement of services in the field. The site-specific plan shall address all health and safety risks posed by the Services, Project site, and in accordance with the requirements set forth in the attached Scope of Work. Subconsultant's site-specific health and safety plan shall comply with all applicable laws and requirements of the Prime Agreement and include applicable Job Hazard Analysis ("JHA") associated with project high hazard work activities. Unless otherwise agreed upon in writing, all safety equipment and safety training for Subconsultant's employees shall be provided by Subconsultant. Subconsultant shall be responsible for monitoring and ensuring its health and safety plan is being complied with by its employees. Subconsultant shall be required to notify HDR project management immediately following any workplace incident and provide HDR with copies of all incident reports within 24 hours of event. Upon request, Subconsultant shall provide HDR with Subconsultant's project health and safety documentation. HDR's receipt and review of Subconsultant's health and safety plan, incident reports, JHA and any additional project safety documentation shall not make HDR responsible for the safety of Subconsultant's employees nor does it relieve Subconsultant from liability or responsibility for the safety of their employees, the safe performance of its services, and compliance with applicable laws. If Client and/or HDR becomes aware of a safety infraction by the Subconsultant or any of its subconsultants, the Client and/or HDR shall have the right to take appropriate remedial measures.

**17. GOVERNING LAW / DISPUTES**

This Agreement will be governed by the same law that governs the Prime Agreement, unless the Prime Agreement contains no governing law provision. In that case, this Agreement will be governed by the laws of the state in which the Project is located. The dispute resolution provision of the Prime Agreement shall govern disputes arising under this Agreement that involve the Client. If a dispute involves only the parties to this Agreement, upon mutual agreement, any or all such disputes may be resolved by mediation or binding arbitration in accordance with state law. If any arbitration or litigation is commenced between the parties concerning this Agreement or their respective rights, duties and obligations hereunder, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees, court costs and litigation expenses.

**18. CHANGES**

HDR may at any time, by written order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in a Task Order. Any claim by Subconsultant for an adjustment under this paragraph must be asserted in writing fully supported by factual information to HDR, within thirty (30) days from the date of receipt by Subconsultant of the written change authorization from HDR or within such extension of that thirty (30) day period as HDR, in its sole discretion, may grant in writing as Subconsultant's request prior to expiration of said period. If a Task Order Statement of Work is reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits. Any dispute involving a change in Subconsultant's scope of work will not delay, postpone, suspend or cause Subconsultant to refuse to perform any services not affected by the change. Only written changes, as provided in this paragraph, will be of any force or effect.

**19. RESPONSIBILITY FOR SUBCONSULTANTS**

**19.1.** Subconsultant is fully responsible to HDR for the actions or inactions of all persons or entities directly or indirectly performing or furnishing services on behalf of Subconsultant under this Agreement to

the same extent as Subconsultant is responsible to HDR under this Agreement and Subconsultant will require all such persons or entities to perform their services in the same manner and to the same extent as Subconsultant is bound by this Agreement.

**19.2.** Subconsultant will be responsible for the payment of all persons or entities performing services for Subconsultant or on Subconsultant's behalf; neither Client nor HDR will have any responsibility for such payment. In addition, Subconsultant will not retain the services of any person or entity against whom Client or HDR has a reasonable objection.

**20. DEFAULT**

If Subconsultant becomes insolvent or is otherwise in default of this Agreement, HDR may, without prejudice to any of its other rights or remedies and without liability to Subconsultant, terminate this Agreement and complete the services Subconsultant was obligated to provide hereunder as HDR deems appropriate. In such event, Subconsultant will be liable to HDR for all costs HDR incurs, less any sums HDR is paid by Client, for completing Subconsultant's services.

**21. PRIORITY RATING**

If so identified in the DPAS rating of a Task Order awarded under this Agreement, the Task Order is a "rated order" certified for national defense, emergency preparedness, and energy program use, and Subconsultant shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

**22. CERTIFICATIONS**

The Subconsultant verifies by submission of a task order proposal for this effort that the size or socioeconomic representations and certifications in SAM (or any successor system), including Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, are current, accurate and complete as of the date of the proposal for the task order. The Subconsultant further represents and certifies that neither the Subconsultant nor its principals are debarred, suspended, or proposed for debarment by the Federal Government.

**23. ELECTRONIC CONTRACTING**

The parties agree that if this Subcontract is transmitted electronically neither party shall contest the validity of this Subcontract, or any acknowledgement thereof, on the basis that this Subcontract or acknowledgement contains an electronic signature.

**24. NOTICES**

All communications required by this Agreement may be personally delivered, electronically mailed, or mailed to the other party at the mailing address if set forth on the signature page. The address and party may be changed by written notice given as provided in this paragraph.

**25. ASSIGNMENT**

The rights and interests under this Agreement cannot be assigned without the written consent of the other party. Unless otherwise specifically stated in any such consent, the Assignor will not be released from any responsibility under this Agreement.

**26. OWNERSHIP OF DOCUMENTS**

All drawings, specifications and other documents and electronic data furnished by Subconsultant to HDR under this Agreement ("Instruments of Service") shall become the property of Client if required under the Prime Agreement. Subconsultant hereby grants HDR a license to use the Instruments of Service in connection with performing services under the Prime Agreement.

**27. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

**In connection with the services under this Agreement, HDR and Subconsultant agree to comply with the applicable provisions of federal and state Equal Employment Opportunity, which prohibit discrimination against qualified individuals based on race, color, religion, sex, sexual orientation,**



gender identity, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741.5 (a-e). These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Subconsultant may be required to file reports, etc. in accordance with the regulations.

**28. ETHICS**

HDR has adopted a Third Parties' Code of Business Conduct ("Code of Conduct"), which is available at the following link: <https://www.hdrinc.com/sites/default/files/inline-files/hdr-third-parties-code-business-conduct.pdf>. Subconsultant and any of its sub-subconsultants are obligated to comply with the Code of Conduct, including but not limited to, reporting any violations and cooperating with any investigations into a violation or potential violation and allowing HDR the right to audit Subconsultant's compliance with the Code of Conduct."

**29. SEVERABILITY**

To the extent that any provision of this Agreement is finally adjudged invalid by a court of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of the Agreement shall remain in full force and effect and be binding upon the parties hereto.

**30. SURVIVAL**

The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

**31. ENTIRE AGREEMENT**

This Agreement contains the party's entire understanding and supersedes all prior negotiations or agreements over the services described herein. This Agreement may only be modified by written instrument duly executed by both parties, except as otherwise provided herein.

**32. ATTACHMENTS**

The following attachments are hereby incorporated into this Agreement and listed in the order of precedence in the event of any conflict or inconsistency between any of the Agreement documents:

- This Subconsultant Agreement
- Attachment A – Federal Client Flowdown Provisions
- Attachment B – Description of Subconsultant's Services
- Attachment C – Sample Task Order
- Attachment D – Basis of Compensation
- Attachment E – Release of Claims Form

Taconic Ridge Environmental, Inc.

HDR Environmental, Operations and Construction, Inc. and Aptim Joint Venture

\_\_\_\_\_  
"SUBCONSULTANT"

\_\_\_\_\_  
"HDR"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A**  
**U.S. GOVERNMENT PRIME CONTRACT FLOWDOWN PROVISIONS**  
**FOR NON-COMMERCIAL ITEMS**

**A. INCORPORATION OF FAR CLAUSES**

The Federal Acquisition Regulation (FAR) and FAR Supplement clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. The full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/index.html>.

**B. GOVERNMENT SUBCONTRACT**

**1. THIS CONTRACT IS ENTERED INTO BY THE PARTIES IN SUPPORT OF A U.S. GOVERNMENT CONTRACT.**

**2. AS USED IN THE FAR AND FAR SUPPLEMENT CLAUSES REFERENCED BELOW AND OTHERWISE IN THIS CONTRACT:**

- a. "Commercial Item" means a commercial item as defined in FAR 2.101.
- b. "Contract" means this Contract Agreement (hereinafter "Agreement").
- c. "Contracting Officer" shall mean HDR's Subcontract Administrator for HDR's Prime Contract under which this Contract is entered.
- d. "Contractor" and "Offeror" means the Subcontractor, as defined in this Agreement, acting as the immediate subcontractor to HDR.
- e. "Prime Contract" means the contract between HDR and the U.S. Government or between HDR and its higher-tier contractor who has a contract with the U.S. Government.
- f. "Subcontract" means any contract placed by the Contractor or lower-tier subcontractors under this Contract.
- g. "Government" shall mean HDR.

**C. CERTIFICATION AND REPRESENTATIONS**

1. **This clause contains certifications and representations that are material representations of fact upon which HDR will rely in making awards to Subcontractor.** By submitting its written offer, or providing oral offer/quotations at the request of HDR or accepting any Agreements, **Subcontractor represents and certifies as set forth below in this clause.** These representations and certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, or other contractual document or quotations, request for quotation, request for proposal or solicitation, issued by HDR, **Subcontractor shall immediately notify HDR of any change of status with regard to these certifications and representations.**
2. **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.** (Applicable to solicitations and Agreements exceeding \$150,000.)

- a. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification
  - b. Subcontractor certifies that to the best of his or her knowledge and belief that on and after December 23, 1989-
    1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
    2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
  - c. Subcontractor will include the language of this certification in all subcontract/purchase orders at any tier and require that all recipients of subcontract/purchase order awards in excess of \$150,000 shall certify and disclose accordingly.
  - d. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.
3. **52.209-5 Certification Regarding Responsibility Matters (Applicable to solicitations and Agreements exceeding \$150,000.)**
- a. The Subcontractor certifies, to the best of its knowledge and belief, that Subcontractor and/or any of its Principals (as defined in FAR 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - b. Subcontractor shall provide immediate written notice to HDR if, any time prior to award of any order, it learns that its certifications was erroneous when submitted or has become erroneous by reason or changed circumstances.
4. **52.222-21 Certification of Nonsegregated Facilities** (Applicable to solicitations and Agreements exceeding \$10,000 which are not exempt from the requirements of the Equal Opportunity clause, FAR 52.222-26). Subcontractor certifies that it does not and will not maintain or provide for its employees any segregated facilities an any of its establishments, and that it does not and will not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. Subcontractor agrees that a breach of this Certification will be a violation of the Equal Opportunity clause in this Agreement. Subcontractor shall obtain identical certifications from proposed lower tier suppliers before the award of any lower tier order in excess of \$10,000 that is not exempt from the provisions of the Equal Opportunity clause.
5. **52.222-22 Previous Contracts and Compliance Reports.**
- a. Subcontractor represents that, if it has participated in previous contracts or subcontracts subject to the Equal Opportunity clause (FAR 52.222-26), the clause originally contained in Section 310 of Executive Order No. 10925, the clause contained in Section 201 of Executive Order No. 11114, or the clause contained in Section 202 of the Executive Order No. 11246, the Subcontractor has filed all

Compliance Reports, and will continue to file all Compliance Reports required by the clause.

- b. Subcontractor hereby warrants that representations indicating submission of required compliance reports, including those signed by proposed lower-tier subcontractors, have been obtained.

**6. 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan**

- a. Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

- 1. Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- 2. Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- 1. Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- 2. Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- 3. Consist of providing goods or services to marginalized populations of Sudan;
- 4. Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- 5. Consist of providing goods or services that are used only to promote health or education; or
- 6. Have been voluntarily suspended.
- b. Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**7. 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran**

- a. Definitions. As used in this provision-

"Person"-

- 1. Means-
  - i. A natural person;
  - ii. A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
  - iii. Any successor to any entity described in paragraph (1)(ii) of this definition; and
- 2. Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”-

1. Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - i. To restrict the free flow of unbiased information in Iran; or
  - ii. To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
2. Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
- b. The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- c. Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-
  1. Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
  2. Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
  3. Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).
- d. Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-
  1. This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
  2. The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
8. **52.222-25 Affirmative Action Compliance.** (Applicable to solicitations and Agreements exceeding \$10,000 which are not exempt from the requirements of the Equal Opportunity clause, FAR 52.222-26.)
  - a. Subcontractor represents (i) that it has developed and has on file a written Affirmative Action Compliance Program at each of its establishments in compliance with 41 CFR 60-1 and 60-2, or (ii) that in the event such a program does not presently exist, Subcontractor will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this Agreement.
  - b. Subcontractor shall include this clause in any lower-tier order of \$10,000 or more and is not exempt from the requirements of the Equal Opportunity clause (FAR 52.222-26).
9. **52.223-1 Biobased Product Certification.**  
 As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C 8102(c)(3), Subcontractor certifies that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR Part 3201, Subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the Subcontractor as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**D. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION  
INCORPORATED BY REFERENCE**

**1. THE FOLLOWING FAR CLAUSES APPLY TO THIS CONTRACT:**

- 52.202-1 DEFINITIONS (NOV 2013)
- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)
- 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016 ~~OCT 2014~~)
- 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016 ~~APR 2015~~)**
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**  
**The Contractor and Subcontractor agree to comply with the applicable provisions of federal and state Equal Employment Opportunity, which prohibit discrimination against qualified individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national**

**origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statuses and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741.5 (a-e). These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Subcontractor may be required to file reports, etc. in accordance with the regulations.**

<b>52.222-36</b>	<b>EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)</b>
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015 <del>MAR 2015</del> )
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.222-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-11	PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (MAY 2014)
52.228-5	INSURANCE — WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.230-2	COST ACCOUNTING STANDARDS (OCT 2015)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-16	PROGRESS PAYMENTS (APR 2012)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 2984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017 <del>JUN 2016</del> )
52.245-1	GOVERNMENT PROPERTY (JAN 2017 <del>APR 2012</del> )
52.246-4	INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)(DEC 2014)
52.249-6	TERMINATION (COST-REIMBURSEMENT)(MAY 2004)
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

**E. PROVISIONS OF THE ENVIRONMENTAL PROTECTION AGENCY  
ACQUISITION REGULATION (EPAARS) SUPPLEMENT INCORPORATED BY  
REFERENCE**

1552.245-71	GOVERNMENT-FURNISHED DATA. (SEP 2009)
1552.208-70	PRINTING. (SEP 2012)
1552.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)
1552.209-73	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)
1552.211-79	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)
1552.211-75	WORKING FILES. (APR 1984)
1552.227-76	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)
1552.228-70	INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)
1552.235-70	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)
1552.235-71	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)
1552.235-76	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)
1552.235-77	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)
1552.235-78	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)
1552.235-79	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)
1552.235-80	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)
1552.237-74	PUBLICITY. (APR 1984)
1552.237-75	PAPERWORK REDUCTION ACT. (APR 1984)
1552.245-70	GOVERNMENT PROPERTY. (SEP 2009)
1552.203-71	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)
1552.209-74	LIMITATION OF FUTURE CONTRACTING. (APR 2004)
1552.237-76	GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

**F. CLIENT-SPECIFIC CLAUSES – LOCAL CLAUSES**

**EPA-G-32-101 ADDITIONAL INVOICING INSTRUCTIONS - OIL REMOVAL  
ACTIVITIES**

(a) The contractor may be tasked to provide support to the EPA in carrying out oil removal activities in accordance with 33 U.S.C. 1321 Clean Water Act (CWA) or Federal Water Pollution Control Act (FWPCA), and under which the Agency may be entitled to access the Oil Spill Liability Trust Fund (OSLTF). In support of the EPA's effort to obtain cost reimbursement under such activities and the concomitant requirement to provide full and timely cost documentation, and when specifically authorized and tasked in writing by the Contracting Officer, and in addition to any other contract invoicing requirements (e.g., SUBMISSION OF INVOICES, INVOICE PREPARATION INSTRUCTIONS), the Contractor shall provide one (1) additional monthly invoice copy, with the following additional supporting documentation:

Direct Labor (Fixed Rate) - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice;



Direct Labor (Cost Reimbursable) - identify by labor category the total number of loaded direct labor hours billed for the period in the invoice;

Indirect Cost Rates (Cost Reimbursable) - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied;

Subcontracts - identify the major cost elements for each subcontract;

Other Direct Costs - provide a detailed explanation and receipt copies when the cost of any individual ODC item (e.g., photocopying, material, supplies, telephone usage) exceeds \$75, or an amount as may be established elsewhere in the contract (see also INVOICE PREPARATION INSTRUCTIONS);

Contractor-Acquired Equipment - for any item charged as a direct cost to the contract, identify by item the quantities, unit prices, and total dollars billed;

Contractor-Acquired Software - for any item charged as a direct cost to the contract, identify by item the quantities, unit prices, and total dollars billed;

Travel - provide a detailed explanation and receipt copies when the cost of any individual trip exceeds \$75.00, or an amount that may be established elsewhere in the contract (see also INVOICE PREPARATION INSTRUCTIONS); identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, daily per diem rates, and total dollars billed;

Local Travel - Detailed reporting is not required for local travel; Form 1900-55 (RCMS) - Contractor Report (attach if applicable);

Monthly Contractor Report - attach if applicable; and Technical Direction Document - attach if applicable

(b) The Contractor shall be responsible for clearly marking all information on invoices, receipts, or any other supporting documentation that it considers to be Confidential Business Information (CBI). NOTE: Highlighting or boxing are acceptable marking techniques; watermarks are unacceptable.

(c) The Contractor shall submit all clearly marked information/documentation either electronically or by US Mail to the Cincinnati Finance Center:

Electronic:  
CINWD\_OilSpill@epamail.epa.gov

U.S. Mail or Overnight:  
U.S. Environmental Protection Agency  
Attn: Accounts Receivable Branch, OIL TEAM  
26 West Martin Luther King Drive, MS-NWD2  
CINCINNATI, OHIO 45268

**EPA-H-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

**EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES**

(a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 "Audit and Records - Negotiation (JUN 1999)," wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, ""Contractor Records Retention"") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

(b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).

(d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.

(f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

**EPA-H-07-101 PUBLIC COMMUNICATION**

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

**EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, nonjudgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

**EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST**

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is 'yes', describe, in detail, the nature of work the company or

employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.

2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.

3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?

4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.

5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.

6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

**EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION  
ALTERNATE I**

For each task order request for offer, the contractor shall provide the contracting officer a conflict of interest certification within seven calendar days of receipt of the task order request for offer. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site.

**EPA-H-11-101 HEALTH AND SAFETY**

The nature of the work to be performed under this contract is inherently hazardous. The contractor is responsible for the safety of its employees and subcontractor employees on-site. However, the EPA-authorized health and safety official has the authority to review and establish the minimum standards of safety for all individuals on-site at any time.

In performance of work under this contract the contractor shall, as a minimum, satisfy all Federal, state and local statutes, regulations, ordinances, etc., regarding health and safety. The contractor shall implement and manage a Health and Safety Plan in compliance with all requirements of EPA and the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120/121 for activities at hazardous waste sites.

The contractor shall ensure that all contractor personnel working at the site are in compliance with EPA, OSHA, state, and minimum standards as specified by

the Project Officer. The required level of protection may be specified by the Authorized Contracting Officer Representative (COR), and shall be followed by the contractor. The COR's or Authorized COR's determination of the required level of protection at all times shall not be subject to the "Dispute" clause of this contract.

Rather, if the contractor has a dispute with respect to health and safety, which cannot be resolved between the COR or Authorized COR, and the contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, NJ, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the contractor may not delay implementation of an COR or Authorized COR directive pertaining to health and safety.

When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall be submitted to the COR or Authorized COR for review and approval prior to commencing work. Upon receipt of the COR's or Authorized COR approval, the contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been directed by the COR or Authorized COR. If a site safety plan is provided by the Government, the contractor agrees to follow such plan unless objections are made known to the COR or Authorized COR within twenty-four (24) hours (or less if specified in the Task Order) of its submission to the contractor. In any event, commencement of cleanup services without notification to the COR or Authorized COR of any objections will be deemed to constitute acceptance of the safety plan.

Notwithstanding the EPA's aforementioned rights to direct contractor compliance with certain health and safety standards, levels and plans, the contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

**EPA-H-11-103 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT(CERCLA)**

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under the contract. The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION clauses in this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

**EPA-H-11-104 SIGNING OF UNIFORM HAZARDOUS WASTESMANIFESTS**

(a) Unless otherwise directed in writing by the EPA Project Officer, the Contractor is authorized to sign uniform hazardous waste manifest forms (40 CFR Part 262) ("manifests") and land ban notifications/certifications/demonstrations (40 CFR Part 268.7 and .8)("land ban records") for EPA at Superfund sites which involve off-site transport of hazardous wastes. The Contractor shall sign the manifests and land ban

records after writing or printing the phrase "On behalf of the United States Environmental Protection Agency" in the signature block. The Contractor shall not be considered a generator of hazardous wastes solely as a result of having signed the manifests or land ban records on behalf of EPA. Nothing contained in this paragraph shall be construed to create an agency relationship between the Contractor and EPA except with respect to the authorization to sign the manifests and land ban records. This authorization only extends to sites assigned under this contract.

(b) This clause may be inserted in subcontracts. The contractor may delegate the authority set forth herein to its subcontractors.

**EPA-H-11-106 SALVAGEABLE PRODUCTS**

Salvageable products, and the proceeds derived from them, may become the property of the Government. If materials recovered from cleanup activities are salvageable, the Government may elect to have the contractor transport such recovered materials to an appropriate facility or directly to a commercial salvage company. If the Government elects to have the contractor deliver recovered materials to a commercial salvage company, the contractor shall obtain receipts for payment, and these payments shall be applied as a credit to the contract. If the balance of allowable contract costs is less than the credit for recovered materials, the contractor shall reimburse the Government for the difference.

**EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**EPA-H-23-101 ENVIRONMENTALLY PREFERABLE PRACTICES**

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

**EPA-H-25-101 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS**

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract in another country (i.e. Mexico), including licensing requirements, transportation, etc. The contractor may be subject to international laws and/or the laws of the country which work is being performed.

**EPA-H-27-101 DATA**

(a) Upon receipt of all data provided to the Government by the contractor under this paragraph, the Government shall acknowledge in writing to the contractor the receipt of all confidential or other data.

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the contractor under the contract clause entitled "Additional Data Requirements," the contractor may, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Contractor may be required to turn over or provide to the Government any of the following:

1. Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General." Such financial, cost or pricing data does not refer to site-specific cost records which are necessary to substantiate cost recovery actions.

2. Contractual agreements for supplies or services. (This exclusion does not apply to: 1) data resulting from such services, or 2) subcontracts issued in order to support site activity which are reimbursed through this contract.)

3. Contractor and personnel performance ratings and evaluations.

4. Data previously developed by parties other than the contractor which was acquired independently of this contract, or acquired by the contractor prior to this contract under conditions restricting the contractor's right to such data.

(d) The contractor shall deliver to the COR, within ninety (90) calendar days after the completion of the task order period of performance, all site-related data including, but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, photographs, and other site-specific documents which are necessary to substantiate cost recovery actions.

**EPA-H-27-102 CONFIDENTIALITY OF INFORMATION**

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

**EPA-H-31-103 LIMITATION ON REIMBURSEMENT FOR RENTALEQUIPEMENT**

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at cost plus any applicable indirect costs not to exceed the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the Task Order Contracting Officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such determinations shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as necessary for the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the Task Order Contracting Officer's Representative (TOCOR) may approve a higher rate, with written documentation to be forwarded by the contractor to the contracting officer through the COR within ten (10) calendar days thereafter. In addition to the

information required in the preceding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the Task Order Contracting Officer (TOCOR), except in an emergency, during which the TOCOR's approval shall be accepted until the emergency situation is stabilized, provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA, and the length of the EPA job.

**EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES**

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

**EPA-H-37-101 EXPERT TESTIMONY**

On occasion, the Government may have the need for expert and non-expert testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and shall, if necessary, be an expert in the field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If the effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

**EPA-H-45-101 RIGHTS OF WAY LAND EASEMENT**

The government, with assistance and cooperation from the contractor, as needed, shall obtain necessary rights of way, land easements, and any other land agreements necessary to fulfill the requirements of this contract.

**EPA-H-46-101 ERRORS AND OMISSIONS**

(a) The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the contractor under this contract. The contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval, acceptance or payment for the services required under this contract shall be construed as a waiver of any rights under this contract, or of any cause of action arising out of the performance of



this contract. The contractor is and shall remain liable to the Government in accordance with applicable law for all damages to the Government caused by the contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

**EPA-K-03-101 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS- REPRESENTATION**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

## **ATTACHMENT B**

### **DESCRIPTION OF SUBCONSULTANT SERVICES**

Subconsultant shall provide contaminated sediment investigation and remediation services.

**ATTACHMENT C****"TASK ORDER"****HDR MASTER AGREEMENT NO.: 100030000xxxx ("Agreement")****HDR TASK ORDER NUMBER: \_\_\_\_\_**

This Task Order dated \_\_\_\_\_, 20\_\_, is issued pursuant to the Master Agreement by and between HDR Environmental, Operations and Construction, Inc. and Aptim Joint Venture ("HDR") and Taconic Ridge Environmental, Inc. ("Subconsultant"), to provide services to Environmental Protection Agency under federal contract number 68HE0318D0009, Task Order No. \_\_\_\_\_. Subconsultant shall perform Services on the Project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Project described below.

**SPECIFIC SERVICES:****COMPENSATION FOR SERVICES: \$\_\_****PERIOD OF PERFORMANCE: TBD to TBD**

**INVOICE INSTRUCTIONS:** Invoices shall be submitted electronically to the Project Accountant with the HDR Project Manager copied on the email at [PAemail@hdrinc.com] and [PMemail@hdrinc.com]

The Authorized Representatives designated below are authorized to act with respect to the Task Order. Communications shall be between parties and their consultants or Subconsultants shall be through the Authorized Representatives:	
Taconic Ridge Environmental, Inc.:	HDR Environmental, Operations and Construction, Inc. and Aptim Joint Venture:
Name:	Name:
Address:	Address:
Telephone:	Telephone
Email:	Email:

IN WITNESS WHEREOF, the parties have executed this Task Order as of the day and year first written above.

Taconic Ridge Environmental, Inc.

HDR Environmental, Operations and Construction,  
Inc. and Aptim Joint Venture

"SUBCONSULTANT"

"HDR"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT D

### BASIS OF COMPENSATION

Labor Category	Base Period Year 1	Base Period Year 2	Base Period Year 3	Base Period Year 4	Base Period Year 5
Project Manager, Sr.	(b) (4)				
Scientist, Jr.					
Administrative Support, Sr.					
Labor Category	Option Period 1 Year 1	Option Period 1 Year 2	Option Period 1 Year 3	Option Period 1 Year 4	Option Period 1 Year 5
Project Manager, Sr.	(b) (4)				
Scientist, Jr.					
Administrative Support, Sr.					

**Notes:**

1. Rates are fully burdened inclusive of all overhead and G&A.
2. Task Order travel expenses will be proposed in accordance with FAR 31.205-46.
3. Other direct costs, including tools, parking and other expenses, will be itemized and proposed at cost.
4. (b) (4)

**ATTACHMENT F**

**SUBCONSULTANT RELEASE OF CLAIMS**  
**(Federally Funded Contract)**

Contractor: HDR Environmental, Operations and Construction, Inc. and Aptim Joint Venture

Subconsultant Name: \_\_\_\_\_

Subconsultant Address: \_\_\_\_\_

Subcontract Number: \_\_\_\_\_

Release Date: \_\_\_\_\_

Description of Work (hereinafter "Work"): \_\_\_\_\_

The total amount of \$ \_\_\_\_\_ has been received under this subcontract.

- ☐ There are NO outstanding claims against this subcontract. The Subconsultant hereby represents and warrants all bills for labor, materials, lands, licenses, and other expenses for which \_\_\_\_\_ (hereinafter "Client"), and/or Contractor might be sued or for which a lien might be filed, have been fully satisfied and paid, and upon receipt of the final payment under said Subcontract, and in consideration thereof, pursuant to and in accordance with the provisions of said Subcontract, Subconsultant hereby covenants and agrees to defend and save harmless Client and Contractor, from and against any and all suits, actions, claims, liens, or demands of laborers, mechanics or others relating to payment for Work undertaken or done under and/or pursuant to said Subcontract. (No further claims will be honored after this block has been checked and this form has been signed and returned to Contractor.)
- ☐ Only the amount included in the Final Claims Voucher/Invoice \$\_\_\_\_\_ is due. When the Final Claims Voucher/Invoice is paid by Contractor, there will be no further claims against this subcontract.

Subconsultant further hereby covenants and agrees to defend, indemnify and save harmless Contractor from any price or cost reduction effected by Client, which may result from: (a) cost or pricing data submitted by Subcontractor or its lower tier subcontractors which is not, specifically but without limitation, accurate, current or complete as of the date submitted by Subconsultant; (b) cost or pricing data furnished by Subconsultant that was not complete, accurate or current as certified in the Contractor's Certificate of Current Cost or Pricing Date; or (c) the failure by Subconsultant or its lower tier subconsultants to disclose and consistently follow applicable cost accounting practices and standards or otherwise comply with pertinent sections of the FAR, the applicable agency supplements thereto, if any. Subconsultant shall indemnify Contractor for any cost incurred and any payments made by Contractor resulting from false claims submitted by the Subconsultant under the Subconsultant or as a result of Subconsultant's misrepresentation of fact or fraud to which this indemnification obligation applies.

- ☐ There is neither government furnished equipment nor equipment purchased with funds from this subcontract to be reported (review subcontract terms & conditions for requirements) under this subcontract.
- ☐ All government furnished equipment and equipment purchased with funds from this subcontract have been delivered to the government or are awaiting disposition instructions.

**SUBCONSULTANT:**

\_\_\_\_\_  
***Authorized Signature***

\_\_\_\_\_  
***Printed Name***

\_\_\_\_\_  
***Title***

\_\_\_\_\_  
***Date***

## Attachment 4 - FAR Reps and Certs



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

 [Log In](#)

[Login.gov FAQs](#)

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 06/27/2020 from 8:00 AM to 3:00 PM

 **ALERT:** CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

## Entity Dashboard

TACONIC RIDGE ENVIRONMENTAL, INC.

DUNS: 128866836 CAGE Code: 8KF70

Status: Active

Expiration Date: 04/16/2021

Purpose of Registration: All Awards

59 Berwick St

Worcester, MA, 01602-1442,

UNITED STATES

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› [Entity Registration](#)

› [Core Data](#)

› [Assertions](#)

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### Entity Overview

#### Entity Registration Summary

Name: TACONIC RIDGE ENVIRONMENTAL, INC.

Business Type: Business or Organization

Last Updated By: Izabela Zapisek

Registration Status: Active

Activation Date: 05/04/2020

Expiration Date: 04/16/2021

#### Exclusion Summary

Active Exclusion Records? No



IBM-P-20200424-1037

WWW1

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

## **FAR Report**

**Certification for: TACONIC RIDGE ENVIRONMENTAL, INC.**

**DUNS: 128866836**

**Certification Validity From: Thu Apr 16 17:31:13 EDT 2020**

**To : Fri Apr 16 17:31:14 EDT 2021**

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Izabela Zapisek, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent TACONIC RIDGE ENVIRONMENTAL, INC. in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

### **FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Izabela Zapisek, President;
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **(End of Provision)**

### **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**

- (a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **(End of Provision)**



**FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)**

As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

**(End of Provision)**

**FAR 52.204-3 Taxpayer Identification (Oct 1998)**

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\* ☒ TIN on file.

\* ☐ TIN has been applied for.

\* TIN is not required because:

\* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* ☐ Offeror is an agency or instrumentality of a foreign government;

\* ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\* ☐ sole proprietorship;

\* ☐ Partnership;

\* ☒ Corporate entity (not tax-exempt);

\* ☐ Corporate entity (tax-exempt);

\* ☐ Government entity (Federal, State, or local);

\* ☐ Foreign government;

\* ☐ International organization per 26 CFR 1.6049-4;

\* ☐ Other

(f) Common parent.

\* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* ☐ Name:

TIN:

**(End of Provision)**

**FAR 52.204-5 Women-Owned Business (Other Than Small Business) (Oct 2014)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

**(End of Provision)**

**FAR 52.204-17 Ownership or Control of Offeror (Jul 2016)**

(a) Definition. As used in this provision--  
Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

☐ Yes ☐ No

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_  
Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
(Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

**(End of Provision)**

**FAR 52.204-20 Predecessor of Offeror (Jul 2016)**

(a) Definitions. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☒ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

**(End of Provision)**

**FAR 52.204-26 Covered Telecommunications Equipment or Services - Representation (Dec 2019)**

(a) Definitions. As used in this provision, Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(c) Representation. The Offeror represents that it ☐ does ☒ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

**(End of Provision)**

**FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)**

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. the offeror represents that-

- (1) It ☐ is ☒ is not an inverted domestic corporation; and
- (2) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.

**(End of Provision)**

## **FAR 52.209-5 Certification Regarding Responsibility Matters 15)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
    - (A) Are ☐ Are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ Have not ☒ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
    - (C) Are ☐ Are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
    - (D) Have ☐ Have not ☒ , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (1) Federal taxes are considered delinquent if both of the following criteria apply:
    - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - (2) Examples:
    - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
    - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
    - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
    - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
  - (ii) The Offeror has ☐ , has not ☒ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

### **(End of Provision)**

## **FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)**

Definitions. As used in this clause- "Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It [ ] is [X] is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It [ ] is [X] is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of Provision)**

**FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Dec 2019)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically in the System for Award Management (SAM), accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541330	Engineering Services	1	\$16500000.00	Y
541330	Military and Aerospace Equipment and Military Weapons	2	\$41500000.00	Y
541330	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	3	\$41500000.00	Y
541330	Marine Engineering and Naval Architecture	4	\$41500000.00	Y
541620	Environmental Consulting Services		\$16500000.00	Y
562910	Remediation Services	1	\$22000000.00	Y
562910	Environmental Remediation Services	2	750	Y

- (1)\* Small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern.
- (2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it [ ] is, [X] is not a veteran-owned small business concern.
- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it [ ] is, [X] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, that it [X] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)\* Women-owned small business concern. The offeror represents that it [X] is, [ ] is not a women-owned small business concern.

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by TACONIC RIDGE ENVIRONMENTAL, INC. in their SAM registration.

(6)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision] The offeror represents that:

- (i) It [ ] is, [X] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:

- (i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State Eligible Labor Surplus: Civil Jurisdictions Included:

- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-
  - (i) It [ ] is, It[X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
  - (ii) It [ ] is, It[X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

- (1) Previous contracts and compliance. The offeror represents that-
  - (i) It [ ] has It [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
  - (ii) It [ ] has It [X] has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
  - (i) It [ ] has developed and has on file, It [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
  - (ii) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.



(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are ☒ Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have ☒ Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have ☒ Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C.6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

FSC Code	Place Of Manufacture
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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☒ does not certify that \_\_\_\_

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does, ☒ does not certify that \_\_\_\_

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies \_\_\_\_

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\* ☒ TIN on file.

\* ☐ TIN has been applied for.

\* TIN is not required because:

\* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* ☐ Offeror is an agency or instrumentality of a foreign government;

\* ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\* ☐ sole proprietorship;

\* ☐ Partnership;

\* ☒ Corporate entity (not tax-exempt);

\* ☐ Corporate entity (tax-exempt);

\* ☐ Government entity (Federal, State, or local);

\* ☐ Foreign government;

\* ☐ International organization per 26 CFR 1.6049-4;

\* ☐ Other

(5) Common parent.

\* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* ☐ Name:

TIN:

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

- (n) Prohibition on Contracting with Inverted Domestic Corporations.  
 (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.  
 (2) Representation. the offeror represents that-  
 (i) It ☐ is ☒ is not an inverted domestic corporation; and  
 (ii) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.  
 (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.  
 (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-  
 (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;  
 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and  
 (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).  
 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-  
 (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and  
 (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)  
 (1) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*  
 (2) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_  
 Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

☐ Yes ☐ No

- (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_  
 Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  
 (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-  
 (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  
 (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  
 (2) The Offeror represents that-  
 (i) It ☐ is ☒ is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  
 (ii) It ☐ is ☒ is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☒ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services. Section 889

(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it ☐ does ☒ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

**Alternate I (Oct 2014)**

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

**(End of Provision)**

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items 19)**

(a)The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved].
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.



- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [Contracting Officer check as appropriate.]
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
  - (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xii)
  - (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **ALTERNATE I (Feb 2000)**

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

#### **ALTERNATE II (Jan 2019)**

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) (1) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59 Compliance with Labor Laws (Executive Order 13673) (Oct 2016).

Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(R)(1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**(End of Provision)**

**FAR 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [X] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.215-6 Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends [X] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.219-1 Small Business Program Representations (Oct 2014)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
541330	Engineering Services	1	\$16500000.00	Y
541330	Military and Aerospace Equipment and Military Weapons	2	\$41500000.00	Y
541330	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	3	\$41500000.00	Y
541330	Marine Engineering and Naval Architecture	4	\$41500000.00	Y
541620	Environmental Consulting Services		\$16500000.00	Y
562910	Remediation Services	1	\$22000000.00	Y
562910	Environmental Remediation Services	2	750	Y

(1)\*\* The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern (see below).  
 (2)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [X] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.  
 (3)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [X] is, [ ] is not a women-owned small business concern. (See Below)  
 (4)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-  
 (i) It [ ] is, [X] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and  
 (ii) It [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.  
 (5)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-  
 (i) It [ ] is, [X] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and  
 (ii) It [ ] is, [X] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.  
 (6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [X] is not a veteran-owned small business concern.  
 (7)\*\* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ ] is, [X] is not a service-disabled veteran-owned small business concern. (See Below)  
 \*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by TACONIC RIDGE ENVIRONMENTAL, INC. in their SAM registration.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-  
 (i) It [ ] is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and  
 (ii) It [ ] is, [X] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.  
 (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.  
 (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-  
 (i) Be punished by imposition of fine, imprisonment, or both;  
 (ii) Be subject to administrative remedies, including suspension and debarment; and  
 (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### Alternate I (Sept 2015)

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:  
 (9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:  
 [ ] Black American.  
 [ ] Hispanic American.  
 [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
 [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
 [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
 [ ] Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**(End of Provision)**

**FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)**

(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

[X] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(End of Provision)**

**FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-

(a) It [ ] has It [X] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [ ] has It [X] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**(End of Provision)**

**FAR 52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(End of Provision)**

**FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Feb 2016)**

As prescribed in 22.1310 (c), insert the following provision:

**COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) ( i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

**(End of Provision)**

**FAR 52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror [ ] does certify [X] does not certify that -

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-50 Combating Trafficking in Persons (JAN 2019)**

As prescribed in 22.1705(a)(1), insert the following clause:

**COMBATING TRAFFICKING IN PERSONS (JAN 2019)**



(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means-

- (1) Any item of supply (including construction material) that is-
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising;
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including procuring medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs-
  - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
  - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
  - (A) Agents;
  - (B) Labor Brokers;
  - (C) Recruiters;
  - (D) Staffing firms (including private employment and placement firms);
  - (E) Subsidiaries/affiliates of the employer;
  - (F) Any agent or employee of such entities; and
  - (G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

- (1) Notify its employees and agents of-
- (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
- (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

- (g) Full cooperation.
- (1) The Contractor shall, at a minimum-
    - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
    - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
    - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
    - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
  - (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
    - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
    - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
    - (iii) Restrict the Contractor from-
      - (A) Conducting an internal investigation; or
      - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that-
    - (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
    - (ii) Has an estimated value that exceeds \$500,000.
  - (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
    - (i) To the size and complexity of the contract; and
    - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
  - (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
    - (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
    - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
    - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
    - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
    - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
  - (4) Posting.
    - (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
    - (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
  - (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
    - (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
    - (ii) After having conducted due diligence, either-
      - (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
      - (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
    - (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
    - (B) Has an estimated value that exceeds \$500,000.
  - (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**(End of Provision)**

**FAR 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification (May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror [ ] does[X] does not certify that -

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)**

As prescribed in 22.1705(b), insert the following provision:

**CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)**

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**(End of Provision)**

**FAR 52.223-1 Biobased Product Certification (May 2012)**

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

**FAR 52.223-4 Recovered Material Certification (May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ certifies compliance with 52.223-4

(End of Provision)

**FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)  
Alternate I (May 2008)**

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

**Certification**

☒ I, Izabela Zapisek (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this record serves as the signature for this Certification

[Signature of the Officer or Employee]

Izabela Zapisek

[Typed Name of the Officer or Employee]

[Title]

(Doing Business As:)

[Name of Company, Firm, or Organization]

Thu Apr 16 17:31:13 EDT 2020

[Date]

(End of Provision)

**FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)**

As prescribed in 23.804(b), insert the following provision:

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(End of Provision)

**FAR 52.225-2 Buy American Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**(End of Provision)**

**FAR 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(c) The offeror shall list those supplies that are foreign endproducts (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**Alternate I (May 2014)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

**Alternate II (May 2014)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

**Alternate III (May 2014)**

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**(End of Provision)**

**FAR 52.225-6 Trade Agreements Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products.  
Other End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**(End of Provision)**

**FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)**

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**(End of Provision)**

**FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (Oct 2015)**

(a) Definitions. As used in this provision-

"Person"-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**(End of Provision)**

**FAR 52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2014)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-  
[ ] is [X] is not a historically black college or university;

[ ] is [X] is not a minority institution.

**(End of Provision)**

**FAR 52.227-6 Royalty Information (Apr 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(End of Provision)**

**FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.



(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

(1) ☒ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

**(End of Provision)**